

MIAMI-DADE COUNTY, FLORIDA

AMENDMENT No. 1 to Maintenance and Support Agreement for LRS Software

Agreement Number: CPU License Agreement, Version 2.6M, FL0117, approved on July 16, 2001.

Contract Title: "LEVI, RAY & SHOUP, INC. CPU LICENSE AGREEMENT"

Licensor: Levi, Ray & Shoup, Inc.
2401 West Monroe Street
Springfield, IL 62704

In accordance with the above referenced Contract, this Amendment when properly executed, constitutes authorization to proceed with the following modifications:

Exhibit B Maintenance and Support Agreement For LRS Software

2.4 Maintenance Charges

The compensation for all maintenance and support services performed under this Contract, including all costs associated, shall be billed in accordance with the rates set forth below.

Description	Maintenance/Support Fee Based on current CPU – IBM 2064-102, serial #89DBF
First Year - 07/01 /2007 – 06/30/2008	\$38,643.61
Optional Year 1 – 07/01/2008 – 06/30/2009	\$40,575.79
Optional Year 2 – 07/01/2009 – 06/30/2010	Estimated maintenance - \$43,416
Optional Year 3 – 07/01/2010 – 06/30/2011	Estimated maintenance - \$46,455
Optional Year 4 – 07/01/2011 – 06/30/2012	Estimated maintenance - \$49,707
Total for Ongoing Support and Maintenance Fees Including Estimates	\$218,797.40

*Must be taken to the Board for approval over \$100k in fee aggregate
HBJ
11/20/05*

With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

The following Terms and Conditions update RIDERS 1, 2 and 3 of the CPU License Agreement Version 2.6M, executed on July 16, 2001, between the Licensor and Licensee.

RIDER 1 GENERAL TERMS AND CONDITIONS

A. DEFINITIONS

Is hereby amended to include the following:

The words "Contract" or "Agreement" to mean collectively this Supplemental Agreement, the CPU License Agreement Version 2.6M (FL0117), and all other attachments hereto and all amendments issued hereto.

The word "Licensor" to mean Levi, Ray and Shoup and its permitted successors.

The word "Licensee" to mean Miami-Dade County and its permitted successors.

The word "technical documentation" to mean all manuals, operating instructions, technical materials, other textual or graphic materials, and any information contained in the on-line help system of the Software relating to the licensed Software, which material when referred to separately shall be known as the "Documentation."

RIDER 2 CONTRACTUAL OBLIGATIONS

H. MAINTENANCE TERM

This Amendment to the original Maintenance and Support Agreement for LRS Software (Exhibit B of the Original Licensing Agreement) amends that original agreement and is for the duration of one (1) year. The County, at its sole discretion, reserves the right to exercise the option to renew this maintenance agreement for periods of up to four (4) additional one year terms beyond the initial one year term, and also to exercise the option to extend further this maintenance for up to one hundred-eighty (180) calendar days beyond the current maintenance period or beyond any of the additional one year renewals.

I. METHOD AND TIMES OF PAYMENT

The Licensor agrees that under the provisions of the Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Licensor, which are directly attributable or properly allocable to the Services, the Licensor may bill the County annually for the ongoing support and maintenance services. Payment is subject to annual appropriation by the County and will be renewed on a perpetual basis on or before the anniversary date.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
Enterprise Technology Services Department
5680 S.W. 87th Ave, Miami, Florida 33173

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

J. COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary. The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

K. PROPRIETARY RIGHTS

- a.) The Licensor shall own all rights, title and interests in and to all corrections, modifications, enhancements, programs, information and work product conceived, created or developed, alone or with the County, as a result of or related to the performance of this Agreement, including all proprietary rights therein and based thereon. The Licensor hereby grants to the County a nonexclusive license to use that portion of such corrections, modifications, enhancements, programs, information, and work product that the Licensor actually delivers to the County pursuant to this Agreement.

L. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

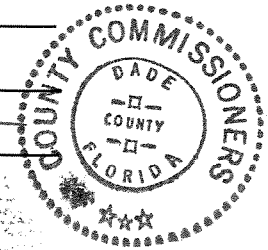
All terms, covenants and conditions of the original Contract shall remain in full force and effect, except to the extent herein amended. In the event that there is a conflict between or among the provisions of this agreement, this Amendment takes precedence.

Licensor

By: [Signature]
Name: Gregory Collins
Title: Genl Counsel / Sr V.P.
Date: 11/1/07
Attest: [Signature]
Corporate Secretary

Miami-Dade County

By: [Signature]
Name: Miriam Singer
Title: DPM Director
Date: 11/20/07
Attest: [Signature]
Clerk of the Board



Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney